

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

MIGUEL SOLORIO and  
THESHOWLORIOS INC.,

Plaintiffs,

v.

CARECO, LLC, JEFF MARTIN,  
TERRY ROBERTS, PAUL  
STROMBERG, and DOES 1-20,  
Inclusive,

Defendants.

Case No. 8:24-cv-00663 JVD (JDEx)

STIPULATION AND PROPOSED  
PROTECTIVE ORDER

Based on the parties' Stipulation and for good cause shown, the Court finds and orders as follows.

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than pursuing this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all

1 disclosures or responses to discovery and that the protection it affords from  
2 public disclosure and use extends only to the limited information or items that  
3 are entitled to confidential treatment under the applicable legal principles.

4 2. GOOD CAUSE STATEMENT

5 This action is likely to involve the production of valuable research,  
6 development, commercial, financial, technical and/or proprietary information  
7 for which special protection from public disclosure and from use for any  
8 purpose other than prosecution of this action is warranted. Such confidential  
9 and proprietary materials and information consist of, among other things,  
10 confidential business or financial information, information regarding  
11 confidential business practices, or other confidential research, development, or  
12 commercial information (including information implicating privacy rights of  
13 third parties), information otherwise generally unavailable to the public, or  
14 which may be privileged or otherwise protected from disclosure under state or  
15 federal statutes, court rules, case decisions, or common law. Accordingly, to  
16 expedite the flow of information, to facilitate the prompt resolution of disputes  
17 over confidentiality of discovery materials, to adequately protect information  
18 the parties are entitled to keep confidential, to ensure that the parties are  
19 permitted reasonable necessary uses of such material in preparation for and in  
20 the conduct of trial, to address their handling at the end of the litigation, and  
21 serve the ends of justice, a protective order for such information is justified in  
22 this matter. It is the intent of the parties that information will not be designated  
23 as confidential for tactical reasons and that nothing be so designated without a  
24 good faith belief that it has been maintained in a confidential, non-public  
25 manner, and there is good cause why it should not be part of the public record  
26 of this case.  
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1           3.     ACKNOWLEDGMENT OF UNDER SEAL FILING  
2                     PROCEDURE

3           The parties further acknowledge, as set forth in Section 14.3, below, that  
4 this Stipulated Protective Order does not entitle them to file confidential  
5 information under seal; Local Civil Rule 79-5 sets forth the procedures that  
6 must be followed and the standards that will be applied when a party seeks  
7 permission from the court to file material under seal. There is a strong  
8 presumption that the public has a right of access to judicial proceedings and  
9 records in civil cases. In connection with non-dispositive motions, good cause  
10 must be shown to support a filing under seal. *See Kamakana v. City and County*  
11 *of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors Corp.*,  
12 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics, Inc.*, 187  
13 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require  
14 good cause showing), and a specific showing of good cause or compelling  
15 reasons with proper evidentiary support and legal justification, must be made  
16 with respect to Protected Material that a party seeks to file under seal. The  
17 parties' mere designation of Disclosure or Discovery Material as  
18 CONFIDENTIAL does not— without the submission of competent evidence  
19 by declaration, establishing that the material sought to be filed under seal  
20 qualifies as confidential, privileged, or otherwise protectable—constitute good  
21 cause.  
22

23           Further, if a party requests sealing related to a dispositive motion or trial,  
24 then compelling reasons, not only good cause, for the sealing must be shown,  
25 and the relief sought shall be narrowly tailored to serve the specific interest to  
26 be protected. *See Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir.  
27 2010). For each item or type of information, document, or thing sought to be  
28 filed or introduced under seal, the party seeking protection must articulate

1 compelling reasons, supported by specific facts and legal justification, for the  
2 requested sealing order. Again, competent evidence supporting the application  
3 to file documents under seal must be provided by declaration.

4 Any document that is not confidential, privileged, or otherwise  
5 protectable in its entirety will not be filed under seal if the confidential portions  
6 can be redacted. If documents can be redacted, then a redacted version for  
7 public viewing, omitting only the confidential, privileged, or otherwise  
8 protectable portions of the document, shall be filed. Any application that seeks  
9 to file documents under seal in their entirety should include an explanation of  
10 why redaction is not feasible.

11 4. DEFINITIONS

12 4.1 Action: this pending federal action with Case No. 8:24-cv-00663  
13 JVD (JDEx).

14 4.2 Challenging Party: a Party or Non-Party that challenges the  
15 designation of information or items under this Order.

16 4.3 “CONFIDENTIAL” Information or Items: information  
17 (regardless of how it is generated, stored or maintained) or tangible things that  
18 qualify for protection under Federal Rule of Civil Procedure 26(c), and as  
19 specified above in the Good Cause Statement.

20 4.4 Counsel: Outside Counsel of Record (as well as their support  
21 staff).

22 4.5 Designating Party: a Party or Non-Party that designates  
23 information or items that it produces in disclosures or in responses to discovery  
24 as “CONFIDENTIAL.”

25 4.6 Disclosure or Discovery Material: all items or information,  
26 regardless of the medium or manner in which it is generated, stored, or  
27 maintained (including, among other things, testimony, transcripts, and tangible  
28

1 things), that are produced or generated in disclosures or responses to discovery.

2 4.7 Expert: a person with specialized knowledge or experience in a  
3 matter pertinent to the litigation who has been retained by a Party or its  
4 counsel to serve as an expert witness or as a consultant in this Action.

5 4.8 HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY:  
6 Information (documents, communications, or any items) that contains  
7 extremely sensitive confidential information for which the disclosure to  
8 another Party or third-party would or may create a substantial risk of serious  
9 harm.

10 4.9 Non-Party: any natural person, partnership, corporation,  
11 association or other legal entity not named as a Party to this action.

12 4.10 Outside Counsel of Record: attorneys who are not employees of a  
13 party to this Action but are retained to represent a party to this Action and  
14 have appeared in this Action on behalf of that party or are affiliated with a law  
15 firm that has appeared on behalf of that party, and includes support staff.

16 4.11 Party: any party to this Action, including all of its officers,  
17 directors, employees, consultants, retained experts, and Outside Counsel of  
18 Record (and their support staffs).

19 4.12 Producing Party: a Party or Non-Party that produces Disclosure or  
20 Discovery Material in this Action.

21 4.13 Professional Vendors: persons or entities that provide litigation  
22 support services (e.g., photocopying, videotaping, translating, preparing  
23 exhibits or demonstrations, and organizing, storing, or retrieving data in any  
24 form or medium) and their employees and subcontractors.

25 4.14 Protected Material: any Disclosure or Discovery Material that is  
26 designated as "CONFIDENTIAL" Or "HIGHLY CONFIDENTIAL –  
27  
28

1 ATTORNEYS' EYES ONLY."

2 4.15 Receiving Party: a Party that receives Disclosure or Discovery  
3 Material from a Producing Party.

4 5. SCOPE

5 The protections conferred by this Stipulation and Order cover not only  
6 Protected Material (as defined above), but also (1) any information copied or  
7 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
8 compilations of Protected Material; and (3) any testimony, conversations, or  
9 presentations by Parties or their Counsel that might reveal Protected Material.

10 Any use of Protected Material at trial shall be governed by the orders of  
11 the trial judge and other applicable authorities. This Order does not govern the  
12 use of Protected Material at trial.

13 6. DURATION

14 Once a case proceeds to trial, information that was designated as  
15 CONFIDENTIAL or maintained pursuant to this protective order used or  
16 introduced as an exhibit at trial becomes public and will be presumptively  
17 available to all members of the public, including the press, unless compelling  
18 reasons supported by specific factual findings to proceed otherwise are made to  
19 the trial judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81  
20 (distinguishing "good cause" showing for sealing documents produced in  
21 discovery from "compelling reasons" standard when merits-related documents  
22 are part of court record). Accordingly, the terms of this protective order do not  
23 extend beyond the commencement of the trial.

24 7. DESIGNATING PROTECTED MATERIAL

25 7.1 Exercise of Restraint and Care in Designating Material for  
26 Protection. Each Party or Non-Party that designates information  
27 or items for protection under this Order must take care to limit any such  
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1 designation to specific material that qualifies under the appropriate standards.  
2 The Designating Party must designate for protection only those parts of  
3 material, documents, items or oral or written communications that qualify so  
4 that other portions of the material, documents, items or communications for  
5 which protection is not warranted are not swept unjustifiably within the ambit  
6 of this Order.

7 Mass, indiscriminate or routinized designations are prohibited.  
8 Designations that are shown to be clearly unjustified or that have been made  
9 for an improper purpose (e.g., to unnecessarily encumber the case development  
10 process or to impose unnecessary expenses and burdens on other parties) may  
11 expose the Designating Party to sanctions.

12 If it comes to a Designating Party's attention that information or items  
13 that it designated for protection do not qualify for protection, that Designating  
14 Party must promptly notify all other Parties that it is withdrawing the  
15 inapplicable designation.

16 7.2 Manner and Timing of Designations. Except as otherwise  
17 provided in this Order, or as otherwise stipulated or ordered, Disclosure of  
18 Discovery Material that qualifies for protection under this Order must be  
19 clearly so designated before the material is disclosed or produced.

20 Designation in conformity with this Order requires:

21 (a) for information in documentary form (e.g., paper or electronic  
22 documents, but excluding transcripts of depositions or other pretrial  
23 proceedings), that the Producing Party affix at a minimum, the legend  
24 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS  
25 EYES ONLY" , to each page that contains protected material. If only a  
26 portion of the material on a page qualifies for protection, the Producing Party  
27 also must clearly identify the protected portion(s) (e.g., by making appropriate  
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1 markings in the margins).

2 A Party or Non-Party that makes original documents available for  
3 inspection need not designate them for protection until after the inspecting  
4 Party has indicated which documents it would like copied and produced.  
5 During the inspection and before the designation, all of the material made  
6 available for inspection shall be deemed "CONFIDENTIAL" or "HIGHLY  
7 CONFIDENTIAL – ATTORNEYS EYES ONLY." After the inspecting Party  
8 has identified the documents it wants copied and produced, the Producing  
9 Party must determine which documents, or portions thereof, qualify for  
10 protection under this Order. Then, before producing the specified documents,  
11 the Producing Party must affix the appropriate legend ("CONFIDENTIAL "  
12 or "HIGHLY CONFIDENTIAL – ATTORNEYS EYES ONLY") to each  
13 page that contains Protected Material. If only a portion of the material on a  
14 page qualifies for protection, the Producing Party also must clearly identify the  
15 protected portion(s) (e.g., by making appropriate markings in the margins).

17 (b) for testimony given in depositions or pretrial proceedings, that  
18 the Designating Party identifies the Disclosure or Discovery Material on the  
19 record, before the close of the deposition, hearing, or other proceeding all  
20 protected testimony.

21 (c) for information produced in some form other than  
22 documentary and for any other tangible items, that the Producing Party affix  
23 in a prominent place on the exterior of the container or containers in which the  
24 information is stored the legend "CONFIDENTIAL" or "HIGHLY  
25 CONFIDENTIAL – ATTORNEYS EYES ONLY." If only a portion or  
26 portions of the information warrants protection, the Producing Party, to the  
27 extent practicable, shall identify the protected portion(s).

28 7.3 Inadvertent Failures to Designate. If timely corrected, an

1 inadvertent failure to designate qualified information or items does not,  
2 standing alone, waive the Designating Party's right to secure protection under  
3 this Order for such material. Upon timely correction of a designation, the  
4 Receiving Party must make reasonable efforts to assure that the material is  
5 treated in accordance with the provisions of this Order.

6       8.     CHALLENGING CONFIDENTIALITY DESIGNATIONS

7       8.1.   Timing of Challenges. Any Party or Non-Party may challenge a  
8 designation of confidentiality at any time that is consistent with the Court's  
9 Scheduling Order.

10       8.2   Meet and Confer. The Challenging Party shall initiate the dispute  
11 resolution process under Local Rule 37-1 et seq.

12       8.3 Joint Stipulation. Any challenge submitted to the Court shall be via a  
13 joint stipulation pursuant to Local Rule 37-2.

14       8.4 The burden of persuasion in any such challenge proceeding shall be  
15 on the Designating Party. Frivolous challenges, and those made for an  
16 improper purpose (e.g., to harass or impose unnecessary expenses and burdens  
17 on other parties) may expose the Challenging Party to sanctions. Unless the  
18 Designating Party has waived or withdrawn the confidentiality designation, all  
19 parties shall continue to afford the material in question the level of protection  
20 to which it is entitled under the Producing Party's designation until the Court  
21 rules on the challenge.  
22

23       9.     ACCESS TO AND USE OF PROTECTED MATERIAL

24       9.1 Basic Principles. A Receiving Party may use Protected Material that  
25 is disclosed or produced by another Party or by a Non-Party in connection  
26 with this Action only for prosecuting, defending or attempting to settle this  
27 Action. Such Protected Material may be disclosed only to the categories of  
28

1 persons and under the conditions described in this Order. When the Action has  
2 been terminated, a Receiving Party must comply with the provisions of section  
3 15 below (FINAL DISPOSITION).

4 Protected Material must be stored and maintained by a Receiving Party  
5 at a location and in a secure manner that ensures that access is limited to the  
6 persons authorized under this Order.

7 9.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
8 otherwise ordered by the court or permitted in writing by the Designating  
9 Party, a Receiving Party may disclose any information or item designated  
10 “CONFIDENTIAL” only to:

11 (a) the Receiving Party’s Outside Counsel of Record in this  
12 Action, as well as employees of said Outside Counsel of Record to whom it is  
13 reasonably necessary to disclose the information for this Action;

14 (b) the officers, directors, and employees of the Receiving Party to  
15 whom disclosure is reasonably necessary for this Action;

16 (c) Experts (as defined in this Order) of the Receiving Party to  
17 whom disclosure is reasonably necessary for this Action and who have signed  
18 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

19 (d) the court and its personnel;

20 (e) court reporters and their staff;

21 (f) professional jury or trial consultants, mock jurors, and  
22 Professional Vendors to whom disclosure is reasonably necessary for this  
23 Action and who have signed the “Acknowledgment and Agreement to Be  
24 Bound” (Exhibit A);

25 (g) the author or recipient of a document containing the  
26 information or a custodian or other person who otherwise possessed or knew  
27 the information;  
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1 (h) during their depositions, witnesses, and attorneys for witnesses,  
2 in the Action to whom disclosure is reasonably necessary provided: (1) the  
3 deposing party requests that the witness sign the form attached as Exhibit A  
4 hereto; and (2) they will not be permitted to keep any confidential information  
5 unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit  
6 A), unless otherwise agreed by the Designating Party or ordered by the court.  
7 Pages of transcribed deposition testimony or exhibits to depositions that reveal  
8 Protected Material may be separately bound by the court reporter and may not  
9 be disclosed to anyone except as permitted under this Stipulated Protective  
10 Order; and

11 (i) any mediators or settlement officers and their supporting  
12 personnel, mutually agreed upon by any of the parties engaged in settlement  
13 discussions.

14 9.3 Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS'  
15 EYES ONLY" Information or Items. Unless otherwise ordered by the Court  
16 or permitted in writing by the Designating Party, a Receiving Party may  
17 disclose any information or item designated “HIGHLY CONFIDENTIAL –  
18 ATTORNEYS’ EYES ONLY” only to:

19 (a) the Receiving Party’s Outside Counsel of Record in this action,  
20 as well as employees of said Outside Counsel of Record to whom it is reasonably  
21 necessary to disclose the information for this litigation and who have signed the  
22 “Acknowledgment and Agreement to Be Bound” that is attached hereto as  
23 Exhibit A;

24 (b) Experts of the Receiving Party (1) to whom disclosure is  
25 reasonably necessary for this litigation, (2) who have signed the  
26 “Acknowledgment and Agreement to Be Bound” (Exhibit A), and (3) as to  
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1 whom the procedures set forth in paragraph 9.4(a)(2), below, have been  
2 followed;

3 (c) the court and its personnel;

4 (d) court reporters and their staff, professional jury or trial  
5 consultants, and Professional Vendors to whom disclosure is reasonably  
6 necessary for this litigation and who have signed the “Acknowledgment and  
7 Agreement to Be Bound” (Exhibit A); and

8 (e) the author or recipient of a document containing the information  
9 or a custodian or other person who otherwise possessed or knew the  
10 information.

11 9.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY  
12 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to  
13 Experts.

14 (a) Unless otherwise ordered by the court or agreed to in writing  
15 by the Designating Party, a Party that seeks to disclose to an Expert (as defined  
16 in this Order) any information or item that has been designated “HIGHLY  
17 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to paragraph  
18 9.3(b) first must make a written request to the Designating Party that (1)  
19 identifies the general categories of “HIGHLY CONFIDENTIAL –  
20 ATTORNEYS’ EYES ONLY” information that the Receiving Party seeks  
21 permission to disclose to the Expert, (2) sets forth the full name of the Expert  
22 and the city and state of his or her primary residence, (3) attaches a copy of the  
23 Expert’s current resume, (4) identifies the Expert’s current employer(s), (5)  
24 identifies each person or entity from whom the Expert has received  
25 compensation or funding for work in his or her areas of expertise in connection  
26 with litigation or to whom the expert has provided professional services,  
27 including in connection with a litigation, at any time during the preceding five  
28

1 years, and (6) identifies (by name and number of the case, filing date, and  
2 location of court) any litigation in connection with which the Expert has offered  
3 expert testimony, including through a declaration, report, or testimony at a  
4 deposition or trial, during the preceding five years.

5 (b) A Party that makes a request and provides the information  
6 specified in the preceding respective paragraphs may disclose the subject  
7 Protected Material to the identified Expert unless, within 14 days of delivering  
8 the request, the Party receives a written objection from the Designating Party.  
9 Any such objection must set forth in detail the grounds on which it is based.

10 (c) A Party that receives a timely written objection must meet and  
11 confer with the Designating Party (through direct voice to voice dialogue) to try  
12 to resolve the matter by agreement within 14 days of the written objection. If no  
13 agreement is reached, the Party seeking to make the disclosure to the Expert  
14 may file a motion as provided in Civil Local Rule 7 (and in compliance with  
15 Civil Local Rule 79-5, if applicable) seeking permission from the court to do so.  
16 Any such motion must describe the circumstances with specificity, set forth in  
17 detail the reasons why the disclosure to the Expert is reasonably necessary,  
18 assess the risk of harm that the disclosure would entail, and suggest any  
19 additional means that could be used to reduce that risk. In addition, any such  
20 motion must be accompanied by a competent declaration describing the parties'  
21 efforts to resolve the matter by agreement (i.e., the extent and the content of the  
22 meet and confer discussions) and setting forth the reasons advanced by the  
23 Designating Party for its refusal to approve the disclosure. In any such  
24 proceeding, the Party opposing disclosure to the Expert shall bear the burden of  
25 proving that the risk of harm that the disclosure would entail (under the  
26 safeguards proposed) outweighs the Receiving Party's need to disclose the  
27 Protected Material to its Expert.  
28

1           10.   PROTECTED MATERIAL SUBPOENAED OR ORDERED  
2                   PRODUCED IN OTHER LITIGATION

3           If a Party is served with a subpoena or a court order issued in other  
4 litigation that compels disclosure of any information or items designated in this  
5 Action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –  
6 ATTORNEYS EYES ONLY," that Party must:

7                   (a) promptly notify in writing the Designating Party. Such  
8 notification shall include a copy of the subpoena or court order;

9                   (b) promptly notify in writing the party who caused the subpoena  
10 or order to issue in the other litigation that some or all of the material covered  
11 by the subpoena or order is subject to this Protective Order. Such notification  
12 shall include a copy of this Stipulated Protective Order; and

13                   (c) cooperate with respect to all reasonable procedures sought to be  
14 pursued by the Designating Party whose Protected Material may be affected. If  
15 the Designating Party timely seeks a protective order, the Party served with the  
16 subpoena or court order shall not produce any information designated in this  
17 action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –  
18 ATTORNEYS EYES ONLY" before a determination by the court from which  
19 the subpoena or order issued, unless the Party has obtained the Designating  
20 Party's permission. The Designating Party shall bear the burden and expense  
21 of seeking protection in that court of its confidential material and nothing in  
22 these provisions should be construed as authorizing or encouraging a  
23 Receiving Party in this Action to disobey a lawful directive from another court.

24           11.   A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO  
25                   BE PRODUCED IN THIS LITIGATION  
26

27                   (a) The terms of this Order are applicable to information produced  
28 by a Non-Party in this Action and designated as "CONFIDENTIAL" or

1 "HIGHLY CONFIDENTIAL – ATTORNEYS EYES ONLY." Such  
2 information produced by Non-Parties in connection with this litigation is  
3 protected by the remedies and relief provided by this Order. Nothing in these  
4 provisions should be construed as prohibiting a Non-Party from seeking  
5 additional protections.

6 (b) In the event that a Party is required, by a valid discovery  
7 request, to produce a Non-Party's confidential information in its possession,  
8 and the Party is subject to an agreement with the Non-Party not to produce the  
9 Non-Party's confidential information, then the Party shall:

10 (1) promptly notify in writing the Requesting Party and the Non-  
11 Party that some or all of the information requested is subject to a  
12 confidentiality agreement with a Non-Party;

13 (2) promptly provide the Non-Party with a copy of the Stipulated  
14 Protective Order in this Action, the relevant discovery request(s), and a  
15 reasonably specific description of the information requested; and

16 (3) make the information requested available for inspection by the  
17 Non-Party, if requested.

18 (c) If the Non-Party fails to seek a protective order from this court  
19 within 14 days of receiving the notice and accompanying information, the  
20 Receiving Party may produce the Non-Party's confidential information  
21 responsive to the discovery request. If the Non-Party timely seeks a protective  
22 order, the Receiving Party shall not produce any information in its possession  
23 or control that is subject to the confidentiality agreement with the Non-Party  
24 before a determination by the court. Absent a court order to the contrary, the  
25 Non-Party shall bear the burden and expense of seeking protection in this court  
26 of its Protected Material.  
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1           12.   UNAUTHORIZED DISCLOSURE OF PROTECTED  
2                   MATERIAL

3           If a Receiving Party learns that, by inadvertence or otherwise, it has  
4 disclosed Protected Material to any person or in any circumstance not  
5 authorized under this Stipulated Protective Order, the Receiving Party must  
6 immediately (a) notify in writing the Designating Party of the unauthorized  
7 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the  
8 Protected Material, (c) inform the person or persons to whom unauthorized  
9 disclosures were made of all the terms of this Order, and (d) request such  
10 person or persons to execute the “Acknowledgment an Agreement to Be  
11 Bound” attached hereto as Exhibit A.

12           13.   INADVERTENT PRODUCTION OF PRIVILEGED OR  
13                   OTHERWISE PROTECTED MATERIAL

14           When a Producing Party gives notice to Receiving Parties that certain  
15 inadvertently produced material is subject to a claim of privilege or other  
16 protection, the obligations of the Receiving Parties are those set forth in  
17 Federal Rule of Civil\ Procedure 26(b)(5)(B). This provision is not intended to  
18 modify whatever procedure may be established in an e-discovery order that  
19 provides for production without prior privilege review. Pursuant to Federal  
20 Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on  
21 the effect of disclosure of a communication or information covered by the  
22 attorney-client privilege or work product protection, the parties may  
23 incorporate their agreement in the stipulated protective order submitted to the  
24 court.  
25

26           14.   MISCELLANEOUS

27           14.1 Right to Further Relief. Nothing in this Order abridges the right of  
28 any person to seek its modification by the Court in the future.

1           14.2 Right to Assert Other Objections. By stipulating to the entry of this  
2 Protective Order, no Party waives any right it otherwise would have to object  
3 to disclosing or producing any information or item on any ground not  
4 addressed in this Stipulated Protective Order. Similarly, no Party waives any  
5 right to object on any ground to use in evidence of any of the material covered  
6 by this Protective Order.

7           14.3 Filing Protected Material. A Party that seeks to file under seal any  
8 Protected Material must comply with Local Civil Rule 79-5. Protected  
9 Material may only be filed under seal pursuant to a court order authorizing the  
10 sealing of the specific Protected Material. If a Party's request to file Protected  
11 Material under seal is denied by the court, then the Receiving Party may file  
12 the information in the public record unless otherwise instructed by the court.

13           15. FINAL DISPOSITION

14           After the final disposition of this Action, as defined in paragraph 6,  
15 within 60 days of a written request by the Designating Party, each Receiving  
16 Party must return all Protected Material to the Producing Party or destroy such  
17 material. As used in this subdivision, "all Protected Material" includes all  
18 copies, abstracts, compilations, summaries, and any other format reproducing  
19 or capturing any of the Protected Material. Whether the Protected Material is  
20 returned or destroyed, the Receiving Party must submit a written certification  
21 to the Producing Party (and, if not the same person or entity, to the  
22 Designating Party) by the 60-day deadline that (1) identifies (by category,  
23 where appropriate) all the Protected Material that was returned or destroyed  
24 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
25 compilations, summaries or any other format reproducing or capturing any of  
26 the Protected Material. Notwithstanding this provision, Counsel are entitled to  
27 retain an archival copy of all pleadings, motion papers, trial, deposition, and  
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1 hearing transcripts, legal memoranda, correspondence, deposition and trial  
2 exhibits, expert reports, attorney work product, and consultant and expert  
3 work product, even if such materials contain Protected Material. Any such  
4 archival copies that contain or constitute Protected Material remain subject to  
5 this Protective Order as set forth in Section 6 (DURATION).

6       16. VIOLATION

7       Any violation of this Order may be punished by appropriate measures  
8 including, without limitation, contempt proceedings and/or monetary  
9 sanctions.

10       IT IS SO ORDERED.

11  
12  
13 DATED: September 19, 2024

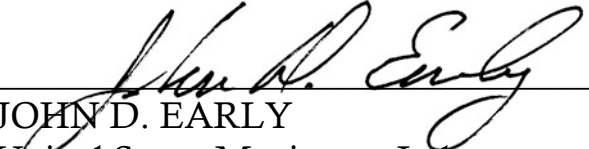
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16 \_\_\_\_\_  
17 JOHN D. EARLY  
18 United States Magistrate Judge  
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_[print or type full address], declare under penalty of  
perjury that I have read in its entirety and understand the Stipulated Protective Order  
that was issued by the United States District Court for the Central District of  
California on September 19, 2024, *Miguel Solorio and TheShowlorios, Inc. v. CareCo, LLC, et al.*, Case No. 8:24-cv-00663 JVD (JDEx). I agree to comply with  
and to be bound by all the terms of this Stipulated Protective Order and I understand  
and acknowledge that failure to so comply could expose me to sanctions and  
punishment in the nature of contempt. I solemnly promise that I will not disclose in  
any manner any information or item that is subject to this Stipulated Protective Order  
to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name]  
of \_\_\_\_\_ [print or type  
full address and telephone number] as my California agent for service of process in  
connection with this action or any proceedings related to enforcement of this  
Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_